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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

BROOKSHIRE BROTHERS HOLDING, : DOCKET NO. 04-1150
INC., ET AL

VS. : JUDGE TRIMBLE

TOTAL CONTAINMENT, INC., ET AL : MAGISTRATE JUDGE WILSON

MEMORANDUM RULING

Before the Court is a "Motion for Summary Judgment" (doc. #400) filed by defendant, OneBeacon Insurance Company, formerly known as CGU Insurance Company, Commercial Union Insurance Company, and American Employer's Insurance Company, wherein the mover seeks summary judgment in its favor dismissing claims against it arising out of any and all policies issued to Total Containment, Inc. ("TCI") on the basis that it owes no coverage obligations to TCI under Policy No. APR714897¹ issued by American Employers Insurance Company and Policy No. CPDV02263² issued by Commercial Union Insurance Company.

FACTUAL STATEMENT

Brookshire Brothers has brought the instant suit against Total Containment, Inc. ("TCI") and its insurers to recover for certain damages allegedly caused by defective Flexpipe designed, manufactured and distributed by TCI. American Employers Insurance Company provided certain liability coverage to TCI as a named insured through a policy of comprehensive general liability insurance bearing Policy No. APR714897 effective for 12 months commencing on January 24, 2001.³ The policy issued to TCI

¹ This policy is effective for 12 months commencing on January 24, 2001.

² This policy is effective from January 2001 through January 2002.

³ Exhibit B, OneBeacon's Motion for Summary Judgment.

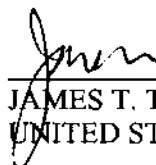
contained an exclusion for "products-completed operations hazard" excluding coverage for products liability claims. The excess insurance issued by Commercial Union for January 2001 through January 2002 also included an exclusion for product liability claims.⁴

OneBeacon maintains that the policies clearly and unambiguously exclude coverage for claims brought by Plaintiffs in this litigation which entitles OneBeacon to judgment as a matter of law. Brookshire Brothers concedes that the products and completed operations exclusions in the OneBeacon policies exclude coverage for claims made against TCI, but asserts that the exclusion has no applicability to TCI's "executive officers," four of whom are parties to this litigation.⁵ OneBeacon asserts that its motion for summary judgment is not directed toward the coverage afforded the executive officers, but seeks only to dismiss those claims that it would be liable for if TCI were liable because the relevant policies do not provide coverage.

CONCLUSION

Based on the foregoing, the motion for summary judgment will be granted dismissing Brookshire Brothers' claims against OneBeacon insofar as the Court finds that the relevant insurance policies exclude coverage for claims made against TCI.

THUS DONE AND SIGNED in Chambers at Lake Charles, Louisiana, this 31st day of ^{August} ~~July~~, 2006.



JAMES T. TRIMBLE, JR.
UNITED STATES DISTRICT JUDGE

⁴ Exhibit C, OneBeacon's Motion for Summary Judgment.

⁵ The executive officers named as defendants in this suit are Jay Wright, Tony Adamson, Homer Holden and James Lawrence.